



NVR MASTER VENDOR AGREEMENT

This NVR Master Vendor Agreement (the "Agreement") is made between NVR, Inc., a Virginia corporation d/b/a Ryan Homes, NVHomes, Fox Ridge Homes and Rydure Homes ("NVR") and the entity or individual identified below (the "Vendor").

Vendor Name: Crosby Plumbing Group Inc
 Vendor Address: 340 Interstate Blvd Greenville SC 29615
 Vendor Telephone Number: 864-962-5488 Vendor Fax Number: 864-962-0908
 Vendor E-Mail Address: tcrosby@CrosbyPlumbing.com
 Vendor Taxpayer Identification Number: 16-1513395

SECTION I: INTRODUCTION

This Agreement has been developed by NVR to set forth the terms and conditions governing NVR's relationship with its contractors (each, a "Contractor"), suppliers (each, a "Supplier"), transporters (each, a "Transporter") and professional service providers (each a "Professional Service Provider").

A Vendor shall be deemed to be a "Contractor" to the extent the Vendor's primary function is to perform services (the "Work") on NVR jobsites in connection with NVR's homebuilding and other operations.

A Vendor shall be deemed to be a "Supplier" to the extent the Vendor's primary function is to provide materials, goods and supplies (collectively, the "Supplies") to NVR jobsites (or to NVR Contractors) from time to time for use by NVR in connection with NVR's homebuilding and other operations.

A Vendor shall be deemed to be a "Transporter" to the extent the Vendor's primary function is to transport and deliver materials, goods and supplies (collectively, the "Goods") from time to time for use by NVR in connection with NVR's homebuilding and other operations.

A Vendor shall be deemed to be a "Professional Service Provider", to the extent the Vendor's primary function is to perform certain professional services, including, but not limited to, land surveying services, engineering services and architectural services (the "Professional Services") from time to time for NVR in connection with NVR's homebuilding and other operations.

This Agreement applies to and governs (i) the performance of all Work requested by NVR from Contractor, (ii) the furnishing of all Supplies requested by NVR from Supplier, (iii) the transportation of all Goods requested by NVR from Transporter, and (iv) the performance of all Professional Services requested by NVR from Professional Service Provider, in each case at any time following the date of this Agreement unless other terms and conditions are specifically agreed to in writing by NVR and Vendor (collectively, the "Services"). No oral agreements between Vendor and NVR, either before or after the date of this Agreement, shall effect or modify any of the terms of this Agreement. To the extent there is any question as to whether a Vendor is categorized as a Contractor, Supplier, Transporter or Professional Services Provider, the determination shall be made by NVR in its sole and absolute discretion. Under certain circumstances, the Services provided by a Vendor may fall into more than one category.

Vendor's performance under this Agreement may involve multiple job sites in multiple state and local jurisdictions. Other than the specific scope of work and pricing for a particular job, which shall be set forth in one or more purchase orders or other similar documents from NVR to Vendor (each, an "NVR Purchase Order"), this Agreement shall govern the full working relationship between Vendor and NVR.

Vendor shall insure that Vendor's performance, and the performance by any entity or person with which (or whom) Vendor contracts to complete Vendor's obligations hereunder, under this Agreement shall comply with all federal, state and local statutes, codes, rules, regulations and orders (the "Applicable Laws").

SECTION 2: LICENSES

Vendor represents and warrants to NVR that Vendor has obtained and will maintain in good standing during the term of this Agreement any and all federal, state and local licenses, permits, registrations and certifications required by Applicable Laws in order to permit Vendor to legally perform the Services contemplated by this Agreement. If requested by NVR, Vendor shall, within three (3) days after such request, provide NVR with copies of all licenses, permits, registrations and certifications maintained by Vendor.

SECTION 3: MATERIALS AND WORKMANSHIP

All materials furnished to NVR by a Contractor as part of the Work, and all Supplies provided to NVR by a Supplier shall be new and free of all liens, security interests, claims and encumbrances. Vendor agrees that all Services will be performed in a good, workmanlike and professional manner and in strict accordance with this Agreement, Applicable Laws, plans, drawings, samples, specifications, selection sheets and/or NVR Purchase Orders. If Vendor's performance of Services requires Vendor to enter onto any NVR job site, Vendor agrees to leave each job site on which any of its Services are performed in a clean and orderly condition at the conclusion of each day and upon completion of the Services.

A. Scope of Work: Knowledge of Site, Plans and Specifications

If Vendor is a Contractor, Contractor shall carefully examine the job site as well as the plans, drawings, samples, specifications, selection sheets and codes in order to fully inform itself as to the existing conditions and to the work of other contractors of NVR occurring in conjunction with the Work. Plans and specifications govern the scope and quality of the Work, but are not represented as being free of error or omission. Contractor shall be responsible for confirming that the plans and specifications for the Work are correct. Contractor shall immediately notify NVR of any errors and omissions in plans or specifications. In no case shall Contractor proceed with the Work without NVR's consent if Contractor believes that there are any errors or omissions in the plans and specifications. Any Work shown in any one part of the plans or specifications, but not on all, will be considered to be incorporated in all such documents. NVR's decision as to the construction and meaning of the plans and specifications shall be final. All materials used in the Work must be approved by NVR before installation. The installation of any material by Contractor which has not been previously approved by NVR shall be installed at Contractor's own risk and liability.

All manufactured material and equipment shall be installed, applied and/or connected in strict accordance with manufacturers' warranties and installation instructions.

All Work performed by Contractor shall meet the requirements of all applicable state and local building codes and regulations.

After Contractor completes the Work, it will be responsible for inspecting the Work and correcting any defects before requesting payment. NVR will not approve invoices for payment until Contractor has corrected any and all defects in the Work to NVR's satisfaction.

B. Change Orders

NVR shall have the right, at any time and in any way, to make changes in the Services by written change orders signed by an authorized representative of NVR. Vendor shall promptly perform any change so ordered by a properly executed change order. Changes shall be performed under the terms of this Agreement and no increase in the cost of the Services or in the time in which the Services are to be performed will be permitted unless authorized in writing by NVR before performance of the Services begins.

C. Employment of Personnel

Vendor, and any entity or person with which (or whom) Vendor contracts to complete Vendor's obligations hereunder, shall comply with all Applicable Laws regarding employment practices, including, but not limited, to the Immigration Reform and Control Act of 1986 ("IRCA"), and Vendor shall submit to NVR an affidavit certifying Vendor's compliance with IRCA on an annual basis or as otherwise requested by NVR. Vendor shall enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the duties assigned to him or her. In addition, Vendor shall not employ any person or subcontractor who, in NVR's sole discretion, is determined to be unsuitable for performing

Services on a particular project, Vendor assumes full responsibility for its subcontractors and Vendor agrees that all of its subcontractors will be provided with a copy of this Agreement and will be required by Vendor to abide by the applicable terms of this Agreement.

D. Supervision and Quality Control

If Vendor is a Contractor, Contractor shall give attention and supervision to the Work to help NVR obtain the most efficient and highest quality methods and systems for the Work. Contractor shall perform the Work in accordance with the schedules established by NVR. Contractor shall designate a competent foreman to be in charge of and control and direct the Work at all times; and such foreman shall be authorized to act for Contractor and shall be responsible for all Work performed by Contractor. If at any time NVR, for whatever reason, determines that the foreman or any of the workers under his control should be replaced, Contractor shall do so immediately.

E. Protection of Work and Supplies

If Vendor is a Contractor or Supplier, Vendor shall take adequate precautions to protect the Work materials and Supplies. When requested by NVR, Vendor will protect its Work and Supplies from, among other potential hazards, weather, theft, vandalism and other potential damage as specified by NVR. Vendor is responsible for all machinery, stored material, tools, equipment, trucks, and trailers and will protect against loss, vandalism and theft at its own expense.

If Vendor is a Contractor, Vendor shall protect property and persons by furnishing all necessary bracing, shoring, and reinforcing, and by providing for locks, barricades, signs, lights and such other warning devices as may be required by Applicable Laws or otherwise required under the circumstances.

F. Cleanup

If Vendor is a Contractor or Supplier, Vendor shall remove to a location or locations as designated by NVR all rubbish, debris and surplus materials which may accumulate from the performance of the Work or the delivery of Supplies. Contractor shall leave the job site in a "broom clean" condition daily, and any glue, mastic, spackle, etc. shall be scraped from walls and floors.

Vendor shall not be held responsible for unclear conditions caused by NVR or its other contractors. NVR may require that additional or other debris be removed from the site at a predetermined extra cost.

If Vendor fails to perform any of the clean-up responsibilities specified herein, NVR will have the right, after notifying Vendor, (which notice may be in writing, in person, by phone or email), of completing Vendor's clean-up responsibilities and back-charging Vendor for all related costs, including supervision and overhead expenses, and/or withholding all money due to Vendor under this Agreement or otherwise.

SECTION 4: WARRANTY AND SERVICE

A. For Contractors: All Work performed by Contractor shall be unconditionally warranted to NVR and NVR's customer to be free from defects in materials and workmanship for a period of one (1) year from the date following settlement on the property by NVR's customer (or for such longer period if required by local law or as provided in NVR's Homeowner Limited Warranty or equivalent). Contractor shall repair/replace at its own expense all such defects which appear during the said warranty period, together with any and all damage caused by such defects or the repair thereof. In addition, Contractor agrees to assign to NVR any and all written warranties provided by the manufacturers or suppliers of appliances, equipment and other such components used by Contractor in performing the Work. Contractor agrees to provide NVR with documentation of all such warranties. Notwithstanding the foregoing, the warranty required from Contractor hereunder shall be co-extensive with any claim brought against NVR under any statute, regulation or common law doctrine applicable to construction claims, regardless of the legal principle under which such claim is made.

The determination as to what constitutes a defect in materials or workmanship will be within the sole discretion of NVR, which discretion shall be reasonably exercised. The repair of defects shall be performed by Contractor within two (2) business days of notification by NVR or within such other reasonable time as may be agreed to by NVR under the circumstances of the particular situation.

Failure of Contractor to make timely repairs hereunder shall entitle NVR to cause the correction of such defects to be performed by third parties. Further, the cost of such work, including supervision and overhead expenses, will be charged or back charged to Contractor.

If requested by NVR, Contractor will respond directly to NVR's customers' requests for service, and these requests will be handled as if they were requested by NVR under the terms and conditions specified herein.

Contractor will maintain a published phone number and/or answering service that will be manned during normal working hours. In addition, to the extent that Contractor may have emergencies arising out of the Work, including, but not limited to, plumbing leaks, electrical deficiencies, and heating and air conditioning repairs, Contractor will have an emergency phone number manned at all times, including Saturdays, Sundays and holidays. In the event an emergency call is not responded to, Contractor is not available, or the emergency has not been corrected by Contractor within twenty-four (24) hours (or a shorter period of time depending on the particular emergency), NVR, at its discretion, may cause such repairs to be performed by third parties, in which event all costs for such repairs, including supervision and overhead expenses, will be charged or back charged to Contractor.

B. For Suppliers: All Supplies delivered by Supplier shall be unconditionally warranted to NVR and NVR's customer to be free from defects for a period of the longer of one (1) year from the date following settlement on the property (to which the Supplies were delivered) by NVR's customer or the period of any manufacturer's warranty applicable to the Supplies, unless otherwise agreed to in writing by NVR and Supplier. Supplier shall repair/replace at its own expense all such defects which appear during the said warranty period, together with any and all damage caused by such defects or the repair thereof. Notwithstanding the foregoing, the warranty required from Supplier hereunder shall be co-extensive with any claim brought against NVR under any statute, regulation or common law doctrine applicable to construction claims, regardless of the legal principle under which such claim is made.

The determination as to what constitutes a defect in Supplies will be within the sole discretion of NVR, which discretion shall be reasonably exercised. The repair of defects shall be performed by Supplier within two (2) business days of notification by NVR or within such other reasonable time as may be agreed to by NVR under the circumstances of the particular situation.

Failure of Supplier to make timely substitution of or repairs to Supplies hereunder shall entitle NVR to cause the correction of such defects to be performed by third parties. Further, the cost of such work, including supervision and overhead expenses, will be charged or back charged to Supplier.

Supplier will maintain a published phone number and/or answering service that will be manned during normal working hours.

C. For Transporters: Transporters shall take adequate precautions to protect all Goods through delivery. The timing of all deliveries shall be at the exclusive direction of, and under the exclusive control of, NVR. Transporters will be responsible for any and all risk of loss or damage to Goods while in transit from the supplier of such Goods until a representative of NVR takes possession of said Goods.

D. For Providers of Professional Services: All Professional Services performed by Professional Service Providers pursuant to this Agreement shall be performed in a professional and workmanlike manner in accordance with recognized standards, customs and ethical principles established for Professional Service Provider's profession and, with respect to engineering and architectural services, in strict accordance with all applicable plans, drawings, codes and contracts. To the extent that any Professional Services do not conform to the foregoing warranty, Professional Service Provider shall, at its sole cost and expense, timely re-perform such Professional Services in a manner that does conform. Alternatively, NVR may recover from Provider all sums previously paid by NVR for such Professional Services together with any and all direct damages incurred by NVR in connection with Provider's breach of warranty. Notwithstanding the foregoing, the warranty required from Professional Service Providers hereunder shall be co-extensive with any claim brought against NVR under any statute, regulation or common law doctrine applicable to construction claims, regardless of the legal principle under which such claim is made.

SECTION 5: STATUTORY COMPLIANCE

By performing Services under this Agreement, Vendor assumes full responsibility for complying with all Applicable Laws (including the obtaining of any applicable permits and inspections). Among other things, Vendor specifically agrees to be solely responsible for complying with all Applicable Laws concerning (i) health, safety and accident prevention, including without limitation the Occupational Safety and Health Act of 1970 (29 U.S.C. Sec. 652, et seq.) and all subsequent amendments and revisions thereto, and (ii) environmental safety, including without limitation the Clean Water Act (33 U.S.C. Sec. 1251, et seq.) and all subsequent amendments and revisions thereto. In addition, if Vendor is a Contractor, Vendor shall have a written safety and health plan which Vendor represents

and warrants is in compliance with all Laws (the "Safety Plan"). A copy of the Safety Plan shall be provided to NVR upon request.

Vendor certifies that Vendor understands and agrees that compliance with the terms and conditions of the approved erosion and sediment control plan and/or storm water pollution prevention plan (collectively, the "Storm Water Plans") for the construction site identified in such Storm Water Plans as a condition of authorization to discharge storm water and compliance with the terms and conditions of the applicable State or Federal General Permit for Storm Water Discharges (the "General Permit") from construction activities are material conditions of this Agreement. Vendor also certifies that Vendor understands and agrees that it is unlawful for any person to cause or contribute to a violation of such General Permit. Contractor agrees to comply with any instructions by representatives of NVR regarding the Vendor's compliance with the Storm Water Plans, applicable General Permit or NVR's storm water program.

Vendor agrees to indemnify NVR, its affiliates, holding companies, subsidiaries, divisions, predecessors, successors, officers, directors, employees, agents, contractors, attorneys, representatives, insurers and assigns (collectively, the "NVR Indemnitees") for, and to hold the NVR Indemnitees harmless against, any and all claims, demands, liabilities, duties, actions and causes of actions, losses, damages, penalties and costs (together with reasonable attorneys' fees) (collectively, the "Claims"), arising from or connected with the failure of Vendor, any subcontractor of Vendor, or any of their respective employees, officers, agents or invitees (collectively, the "Vendor Parties") to comply with Applicable Laws in the performance of the Services. Solely with respect to Services performed on projects located in Virginia or to which Virginia law applies, Vendor's indemnification with respect to personal injury and property damage shall only be to the extent of Claims caused by the negligent acts or omissions of the Vendor Parties.

SECTION 6: INDEPENDENT CONTRACTOR STATUS/EMPLOYMENT PRACTICES

Vendor agrees that if and its employees (and all persons working under its supervision, if any) are performing Services as independent contractors or separate business entities and not as employees or agents of NVR. Vendor shall comply fully with all Applicable Laws relating to employment, including, without limitation, those relating to withholding and payment when due of all applicable income, FICA, Worker's Compensation, Unemployment Compensation and other taxes or charges of any kind, and all Applicable Laws regarding worker classification. Vendor agrees in connection with the performance of Services under this Agreement not to discriminate against any employee or applicant for employment on the basis of race, creed, color, sex, national origin or any other protected class.

Vendor agrees to indemnify the NVR Indemnitees for, and to hold the NVR Indemnitees harmless against, any and all Claims arising from or connected with any Worker's Compensation and employment-related liability claims of any kind arising from the Services performed by the Vendor Parties. Solely with respect to Services performed on projects located in Virginia or to which Virginia Worker's Compensation law applies, Vendor's indemnification with respect to personal injury and property damage shall only be to the extent of Claims caused by the negligent acts or omissions of the Vendor Parties.

SECTION 7: PAYMENTS TO VENDOR

All invoices submitted by Vendor to NVR shall include all sales, use and other similar taxes required by Applicable Laws and shall separately itemize all charges for material, labor and delivery (as applicable). Further, all invoices must be submitted to NVR within sixty (60) days after the date the applicable Services are performed. Failure to submit invoices within such sixty (60) day period shall relieve NVR of any and all obligations to pay for such Services. In no event shall NVR be liable for payment of invoices submitted past the sixty (60) day deadline, regardless of the legal theory presented as to such late submittal.

If requested by NVR, Vendor shall, as a condition to receiving payments for Services, and as a prerequisite thereto, execute and deliver to NVR full and complete waivers and/or releases of liens and affidavits for all labor, material, equipment, supervision and services furnished by Vendor, its subcontractors, laborers, suppliers and/or materialmen in connection with the Services.

Vendor agrees to indemnify the NVR Indemnitees for, and to hold the NVR Indemnitees harmless against, any and all Claims arising from or connected with any liens for labor, material, equipment, supervision and services furnished by the Vendor Parties in connection with the Services. Vendor shall promptly satisfy, bond off, or otherwise have canceled of record any lien or lien claim as a condition precedent to receiving any further payments from NVR for the Services, and NVR shall have the right to withhold one hundred fifty percent (150%) of the

amount of any such lien or lien claim from any payments due Vendor (together with reasonable attorneys' fees) until such lien or lien claim is satisfied, bonded off or otherwise canceled of record.

Vendor is solely responsible for all monies owed by Vendor (i) for any labor, materials, transportation and taxes, and (ii) to any supplier, subcontractor, insurance company, government agency or anyone who may have claims against Vendor for Services it has performed for NVR. If NVR has reason to believe that Vendor is not making the foregoing payments, NVR, in its sole discretion, has the right, but not the obligation, to make payments due to Vendor directly or jointly to other parties owed by Vendor. NVR may withhold payments to Vendor during the existence of any breach of this Agreement by Vendor, including, but not limited to, Vendor's failure to provide NVR with certificates of insurance or other appropriate evidence of compliance as required in Sections 3(C) and 8.

SECTION 8: INSURANCE

At all times while performing Services for NVR pursuant to this Agreement, and continuing until the later of (i) the expiration of the applicable statute of repose under state law, or (ii) three (3) years after the last date Vendor performs Services for NVR pursuant to this Agreement, Vendor will maintain for the benefit of itself and NVR the following minimum insurance coverage:

- A. Statutory Worker's Compensation and Occupational Disease Insurance (for each state in which Vendor performs Services) in full compliance with Applicable Laws such that NVR will have no liability to any Vendor Parties. In that regard, Vendor agrees to indemnify the NVR Indemnitees and hold the NVR Indemnitees harmless from any and all costs charged directly or indirectly against the NVR Indemnitees for the Vendor's employees. Further, Vendor shall cause its subcontractors to be in full compliance with all statutory worker's compensation and occupational disease insurance requirements and, in the event such subcontractors do not maintain such insurance, Vendor shall indemnify and hold harmless the NVR Indemnitees from any and all worker's compensation or similar claims by the employees of Vendor's subcontractor including, but not limited to, any claims which arise by reason of NVR's status as a statutory employer.
- B. Employer's Liability Insurance, with those limits set forth in Attachment A.
- C. Commercial General Liability Insurance (on ISO Form CG 00 01 12 07 or approved equivalent) in such amounts as set forth in Attachment A and with (i) additional insured endorsements for both ongoing and completed operations using ISO Additional Insured Endorsement CG 20 10 and CG 20 37 or approved equivalent that must provide NVR with primary and non-contributory additional insured coverage, and (ii) a contractual liability endorsement covering Vendor's obligations set forth in Sections 4 and 9 of this Agreement in such amounts as NVR may from time to time request, but in no event less than those set forth in Attachment A. The Commercial General Liability policy shall contain no exclusions for residential construction, including, but not limited to, single or multiple family housing, residential tract housing, apartments, townhouses, condominiums or any other type of multiple unit residential structure or development.
- D. Commercial Automobile Liability Insurance with bodily injury and property damage limits set forth in Attachment A covering all owned, leased and non-owned automobiles and other vehicles and equipment.
- E. If Vendor is a Professional Services Provider, Professional Liability Insurance with limits as set forth in Attachment A.

Vendor shall add NVR as an "Additional Insured" on the above Commercial General Liability, Commercial Automobile Liability and, if applicable, Umbrella/Excess Liability policies. All insurance policies will provide an endorsement for a waiver of subrogation in favor of NVR. Further, all insurance policies will provide that Vendor's insurance policies will be considered primary and non-contributory despite any insurance policies in place by NVR. Vendor also agrees to cause its subcontractors to maintain insurance coverage identical to the coverage set forth in Sections 8(A), 8(B), 8(C), 8(D) and 8(E) (if applicable), which coverage shall name NVR as an additional insured, and if Vendor's subcontractors do not have such coverage, Vendor recognizes and acknowledges that it shall bear exclusive liability for any claims arising by reason of the actions or failures to act of its subcontractors. If requested by NVR, Vendor shall furnish NVR with copies of certificates of insurance evidencing coverage for each of Vendor's subcontractors.

Vendor will provide to NVR current certificates of insurance (ACCORD 25) or other appropriate evidence of compliance with the provisions of this Section 8 promptly after execution of this Agreement and before commencing the performance of any Services, and on or before the anniversary date of each policy. Each certificate of insurance shall contain an unqualified clause to the effect that the policy shall not be subject to cancellation, nonrenewal, adverse change, or reduction in amounts of coverage without thirty (30) days prior written notice to NVR.

The amounts and types of insurance set forth herein are minimums required by NVR and shall not be substituted for an independent determination by Vendor of the amounts and types of insurance which Vendor deems to be reasonably necessary to protect itself and the Services. By requiring the insurance set forth in this Agreement, NVR does not represent that the coverage and limits will be adequate to protect Vendor, and such coverage and limits shall not be deemed as a limitation on Vendor's liabilities under any provision of this Agreement.

All insurance policies required under this Agreement shall be issued by insurance companies licensed to do business in the jurisdiction where the Services are being performed with a then current Alfred M. Best Company, Inc. general policy holder's rating of "A-" or better and a financial size category of Class VIII or higher and which have been in business for at least the past five (5) years and which are otherwise reasonably satisfactory to NVR. All deductible amounts greater than Five Thousand Dollars (\$5,000) are subject to the prior written approval of NVR. If requested by NVR, Vendor shall provide NVR with certified copies of all required insurance policies within ten (10) days of NVR's written request for said copies.

Vendor shall promptly notify its insurance carriers in writing (with a copy of any such notices to be promptly provided to NVR) in the event of any bodily injury or property damage that occurs in the course of Vendor's performance under this Agreement.

Vendor acknowledges that NVR may use one or more third parties to provide vendor compliance management services, including, but not limited to, management of insurance certificates (each such third party being referred to herein as a "Compliance Manager"). Vendor agrees to cooperate with NVR's Compliance Manager and to provide NVR's Compliance Manager with such certifications, affidavits and other documents as may reasonably be requested. In addition, Vendor agrees, at NVR's discretion to pay NVR's Compliance Manager (either directly or through a back charge by NVR) such annual or other fees associated with the services provided by such Compliance Manager with respect to Vendor.

SECTION 9: WAIVER, RELEASE, INDEMNIFICATION AND TERMINATION

Vendor recognizes that Vendor, and not NVR, is responsible for injuries to Vendor or its employees or others or for other claims arising from or relating to the Services. Vendor agrees to hold NVR harmless against any such injuries and claims. Accordingly:

A. Waiver

Vendor, for itself, and on behalf of the Vendor Parties, expressly waives any provision of applicable federal, state and local worker's compensation laws which might prevent Vendor being joined as a defendant or enable it to avoid liability to NVR or to any third party for damages, contribution, or indemnity, where Vendor or any Vendor Parties, make any claim for damages against NVR or commence any civil action related thereto.

B. Release

Vendor releases NVR, its affiliates, holding companies, subsidiaries, divisions, predecessors, successors, officers, directors, employees, agents, contractors, attorneys, representatives, insurers and assigns from any liability, damage or cost arising from or connected with the Services, regardless of cause, including, without limitation, any liability arising from or connected to the death of or any injury to Vendor or any Vendor Parties or with respect to any damage to the property of Vendor or any Vendor Parties.

C. Indemnification

To the fullest extent permitted by law, Vendor hereby agrees to save, indemnify and hold harmless the NVR Indemnitees against all Claims arising out of or resulting from Vendor's performance of (and/or failure to perform) this Agreement and/or the Services described in this Agreement, and/or the materials, supplies, goods or services provided by Vendor, and for or on account of bodily injury to, or sickness, disease or death of persons, including Vendor's employees, Vendor's sub-contractors or their respective employees or agents, or damage to or destruction of property, or any bond obtained for same, but only to the extent caused by the negligent acts or omissions, or alleged negligent acts or omissions, of Vendor;

Vendor's sub-contractors, or their respective employees or agents, regardless of whether caused in part by a party indemnified hereunder.

Without limiting the generality of the foregoing, the NVR Indemnitees may defend any and all Claims which may be brought, threatened, or reasonably anticipated with counsel selected by them, and Vendor will reimburse them for any and all expenditures which they may make and/or incur by reason of any such Claims (including fees and disbursements of counsel).

Any breach of the foregoing obligation or other breach of this Agreement by Vendor shall entitle the NVR Indemnitees to reach an expedient and reasonable settlement of any indemnifiable Claims and entitle the NVR Indemnitees to complete reimbursement and indemnity in regard to same, including attorneys' fees and expenses incurred in defense of the underlying Claims, and spent in collection and enforcement of these rights of indemnity.

Vendor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the NVR Indemnitees for such matters which are indemnified hereunder are fully and finally barred by Applicable Laws.

In claims against any person or entity indemnified under this Section 9 by an employee of Vendor, anyone directly or indirectly employed by Vendor or anyone for whose acts Vendor may be liable, the indemnification obligation under this Section 9 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Vendor under workers' compensation acts, disability benefit acts or other employee benefit acts. Without intending to limit the scope of liability in any way, and to the extent permitted by Applicable Laws, Vendor expressly waives its immunity under the applicable worker's compensation statute in connection with any claim for indemnification under this Section 9 by the NVR Indemnitees.

D. Termination

The following acts on the part of Vendor may, at NVR's option, result in the immediate termination of this Agreement and, if applicable, dismissal of Vendor from all NVR job sites. Such termination will not relieve Vendor in any way from its responsibilities with regard to Services already performed.

1. The breach of any provision of this Agreement by Vendor.
2. Any delays in the performance of the Services by Vendor caused by Vendor's failure or refusal to supply enough skilled labor or materials to meet NVR's schedule.
3. Any delays in the performance of work by other vendors caused by Vendor's acts or omissions.
4. Vendor's failure to promptly pay any labor, material supplier or lien claimant.
5. Vendor's bankruptcy, insolvency, receivership, assignment for the benefit of creditors, or the institution of any similar proceeding by or against Vendor.
6. The use by Vendor or any Vendor Parties of any alcoholic beverages or illegal drugs of any kind on an NVR job site or otherwise in connection with the performance of Services for NVR. Vendor agrees to impose and strictly enforce a regulation to this effect and to inform all Vendor Parties that such regulation will be strictly enforced. Vendor shall immediately remove any employee or other person found to have violated said regulation from performance of Services for NVR and promptly replace said employee or other person with a qualified replacement.
7. If Vendor or Vendor's employee, contractors or agent:
 - a. fails to operate motorized vehicles or equipment in a safe and orderly manner; or

b. employs workers who fail to follow accepted safe labor and material installation practices, or

c. leaves a job site in an unsafe condition during and after construction (such as open ditches, missing guardrails, etc.) in direct violation of OSHA or any similar state or local equivalent, whichever is more stringent.

3. Failure of Vendor to maintain the insurance required in Section 8 and Exhibit A of this Agreement.

If Vendor is a Contractor then upon termination of this Agreement by NVR, NVR shall have the right to enter upon the job site and take possession, for the purpose of completing the Services, of all drawings, materials, tools, and other equipment thereon, and NVR may employ any other person or persons to complete the Services and provide the materials therefor. Under such circumstances, title to all materials on the job site shall immediately vest in NVR and Vendor shall be prohibited from entering on the job site to recover its tools or equipment without the prior written consent of NVR.

Upon termination of this Agreement by NVR, Vendor shall not be entitled to receive any further payment under this Agreement or any other agreement between the parties until the Services are fully completed; at which time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by NVR in completing the Services (including any damages incurred as a result of delays in completion of the Services caused by Vendor), such excess (less an amount sufficient to cover potential warranty claims resulting from defects in the Services) shall be paid by NVR to Vendor; but if such expenses shall exceed such unpaid balance, NVR has the right to deduct such excess expenses from any monies owed Vendor from NVR pursuant to any other agreement between the parties, and if there still remains an unpaid balance then Vendor shall pay the difference to NVR.

In addition, if Vendor is a Contractor, NVR, in its sole discretion, may retain monies owed to Vendor in the amount of ten percent (10%) of all invoiced Services under warranty as of the date of termination. NVR shall have the right to utilize such retained funds to pay for warranty claims which are not resolved by Vendor as required under this Agreement. Should any monies be held at the expiration of any applicable warranty period, such retained funds shall not be the limit of NVR's remedy against Vendor for failure to meet the warranty obligations hereunder. Termination of this Agreement shall not relieve Vendor from its warranty obligations under this Agreement.

SECTION 10: CONFIDENTIAL INFORMATION

The term "Confidential Information" shall mean: (i) any and all information which is disclosed by NVR to Vendor verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary; and (ii) the terms of this Agreement, including without limitation, the pricing of Services to be provided under this Agreement. Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, architectural and engineering plans, marketing plans, strategies, forecasts, client lists, employee information, financial information, information concerning NVR's business or organization, as NVR has conducted it or as NVR may conduct it in the future. In addition, Confidential Information may include information concerning any of NVR's past, current, or possible future products or methods, including information about NVR's research, development, engineering, purchasing, manufacturing, accounting, marketing and/or selling. NVR's Confidential Information shall be treated as strictly confidential by Vendor and shall not be disclosed by Vendor to any third party except to those third parties operating under non-disclosure provisions no less restrictive than in this provision and who have a justified business "need to know". This Agreement imposes no obligation upon Vendor with respect to Confidential Information which Vendor can establish by legally sufficient evidence: (a) was in its possession of, or was rightfully known by Vendor without an obligation to maintain its confidentiality prior to receipt from NVR; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Vendor in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Vendor without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by court order or applicable law, provided notice is promptly given to NVR and provided further that diligent efforts are undertaken to limit disclosure.

SECTION 11: INTELLECTUAL PROPERTY

All documentation, materials, deliverables, software code and other information which may be developed by Vendor in the course of performing the Services (the "Work Product") shall be governed by the terms of this Agreement. Except as otherwise specifically provided in a separate written agreement between NVR and Vendor,

NVR retains all right, title and interest in and to all Work Product, including, but not limited to, all patents, trademarks and copyrights (including the rights to all derivative works). The Work Product shall constitute a "work made for hire" as that term is defined in Section 101 of the U.S. Copyright Act. In addition to the foregoing, nothing in this Agreement shall be presumed to change NVR's sole ownership of all intellectual property rights in and to any and all of NVR's pre-existing materials, including (but not limited to) architectural and other plans, designs, software, techniques and methodologies. To the extent that NVR has provided Vendor with any plans, files (paper or electronic), documents or other materials, Vendor shall promptly return same to NVR on the earlier of completion of the Services or within five (5) days after receipt of written request from NVR.

SECTION 12: ASSIGNMENT

Vendor shall not assign or subcontract any portion of the Services without the prior written consent of NVR, which consent may be granted or denied in NVR's sole discretion. If NVR consents to any assignment or subcontracting of portion of the Services, Vendor must require each such assignee or subcontractor to comply with the applicable provisions of this Agreement, and Vendor hereby unconditionally guarantees compliance with those provisions by any assignee or subcontractor.

NVR may assign this Agreement to any of its affiliates in its sole and absolute discretion.

SECTION 13: SUCCESSORS

Subject to Section 12, this Agreement will be binding on and will inure to the benefit of the parties and their respective heirs, administrators, executors, successors, and permitted assigns.

SECTION 14: GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

SECTION 15: SEVERABILITY OF PROVISIONS

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 16: TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

SECTION 17: ENTIRE AGREEMENT

This Agreement and any NVR Purchase Order(s) constitute the entire agreement of NVR and Vendor on the subject matter of this Agreement. Any amendments to this Agreement must be in writing and signed by both NVR and Vendor. To the extent an NVR Purchase Order provides additional and/or conflicting terms to this Agreement, the terms of the applicable NVR Purchase Order shall govern. No purchase order or other ordering document prepared by Vendor that purports to modify or supplement the printed text of this Agreement or any NVR Purchase Order shall add to or vary the terms of this Agreement or any NVR Purchase Order.

SECTION 18: TERM

This Agreement shall continue in full force and effect until the earlier of (i) termination as provided for in this Agreement, or (ii) the date that is five (5) years after the Effective Date. As set forth in Section 9(D), NVR may terminate this Agreement immediately under certain circumstances. In addition, either party may terminate this Agreement for any reason by giving the other party at least thirty (30) days prior written notice.

[ATTACHMENT A FOLLOWS]

**ATTACHMENT A
TO NVR MASTER VENDOR AGREEMENT**

Required Types and Levels of Insurance Coverage

A. Statutory Worker's Compensation and Occupational Disease Insurance

Statutory Worker's Compensation and Occupational Disease Insurance shall be in such amounts as are in full compliance with the applicable state Worker's Compensation Act and the state Occupational Disease Act, in which the Services are to be performed. If Services are to be performed in more than one state, Vendor shall maintain Statutory Worker's Compensation and Occupational Disease Insurance as required by each state in which Services are to be performed.

Each Vendor shall carry a Worker's Compensation policy whether or not such Vendor has any employees. All officers, owners, and principals of Vendor Contractor must be INCLUDED and covered in the Worker's Compensation policy without exception or waiver.

B. Employer's Liability Insurance

Employer's Liability Insurance shall have limits no less than the following:

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 policy aggregate

Each Vendor shall carry Employer's Liability Insurance with the minimum levels described above whether or not such Vendor has any employees.

C. Commercial General Liability Insurance

Commercial General Liability Insurance written on an occurrence basis with bodily injury and property damage coverage limits no less than the following minimum requirements:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000

The above-referenced policy will also include contractual liability inclusive of the NVR Master Vendor Agreement with limits of no less than \$2,000,000.

D. Commercial Automobile Liability Insurance

Commercial Automobile Liability Insurance with bodily injury and property damage coverage limits for all owned, hired and non-owned automobiles and other vehicles and equipment no less than the following minimum requirements:

Combined Single Limit	\$1,000,000
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E. Professional Liability Insurance (Only Required for Professional Service Providers)

Professional Liability Insurance covering errors and omissions of the Professional Service Provider in the performance of professional duties with limits of not less than \$1,000,000 per occurrence and endorsed to provide coverage for contractual liability with respect to liability assumed by Professional Service Provider under this Agreement. Such insurance shall provide a retroactive date prior to the date of this Agreement and an extended claims reporting period of not less than three (3) years after the termination of this Agreement.

GENERAL

If approved by NVR, Umbrella/Excess Liability Insurance may be used to satisfy overall liability limit requirements provided that such policy shall follow form to the underlying Commercial General Liability policy and be no more restrictive than the underlying Commercial General Liability policy.

As to all of the insurance coverage described in Section 8 of the NVR Master Vendor Agreement and this Attachment A, all Vendors shall provide NVR with one or more certificates of insurance executed by a duly

authorized representative of each insurer. These certificates shall indicate coverage currently in force. Each such certificate must contain the following information or such other information as may be required by NVR or NVR's Compliance Manager:

A. The certificate shall indicate insurance in force stating policy number(s), insurance carrier(s) and inception and expiration date.

B. The certificate shall state that NVR has been named as an additional insured on the Commercial General Liability, Commercial Automobile Liability and, if applicable, Umbrella/Excess Liability policies. In addition, the additional insured endorsements set forth in Section 8(C) of the NVR Master Vendor Agreement (CG 20 10 and CG 20 37 or approved equivalent) shall be provided.

C. The certificate shall state that NVR will receive 30 days prior written notice in the event of material change, cancellation or non-renewal of coverage. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" (or similar language) shall be deleted from the cancellation provision of a certificate provided by Vendor. Failure of NVR to demand such certificates or other evidence of full compliance with the insurance requirements set forth in this Agreement or failure of NVR to identify a deficiency from evidence that is provided shall not be construed as a waiver of Vendor's obligation to maintain such insurance.

D. The certificate will provide a waiver of subrogation on behalf of NVR.

E. The certificate shall state that the commercial general liability policy shall contain no exclusions for residential construction, including, but not limited to, single or multiple family housing, residential tract housing, apartments, townhouses, condominiums or any other type of multiple unit residential structure or development.

F. The certificate shall state that the commercial general liability coverage, and any umbrella/excess liability coverage, is primary and non-contributory with respect to NVR's status as an additional insured.

All certificates must be furnished to, and approved by, an authorized representative of NVR before any Services can begin by a Vendor or any subcontractor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound hereby, NVR and Vendor have entered into this Agreement as of date set forth below under the signature of NVR (the "Effective Date").

<p>VENDOR:</p> <p><u>Crosby Plumbing Group Inc</u> (Print Name of Vendor)</p> <p>By: <u>Terry W. Crosby</u> [signature]</p> <p>Name: <u>Terry W. Crosby</u> [print name of person signing]</p> <p>Title: <u>President</u></p> <p>Date: <u>6/6/11</u></p> <p><input checked="" type="checkbox"/> Vendor is a corporation.</p> <p><input type="checkbox"/> Vendor is a limited liability company</p> <p><input type="checkbox"/> Vendor is a sole proprietorship</p> <p><input type="checkbox"/> Vendor is another form of entity:</p> <p>State in which Vendor is organized: <u>New York</u></p>	<p>NVR, INC.</p> <p>By: <u>Steve Betting</u></p> <p>Name: <u>Steve Betting</u></p> <p>Title: <u>VP</u></p> <p>Division: <u>GVL</u></p> <p>Date: <u>6/7/11</u></p>
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AFFIDAVIT

I, the undersigned, am a duly authorized representative of Crosby Plumbing Group Inc. contractor providing goods and/or services (the "Contractor") to NVR, Inc. ("NVR").

I hereby certify that the Contractor and, to the best of my knowledge, any subcontractors utilized by the Contractor in performing services for NVR are in full compliance with all applicable Federal and State laws regarding the documentation of employees as to their eligibility to work in the United States as set forth in the Immigration Reform and Control Act of 1986, 8 U.S.C. 1324a and the regulations promulgated hereunder, including the completion of Form I-9s (Employment Eligibility Verifications) by all such employees.

I also certify that the Contractor further agrees to notify the NVR Production Manager responsible for the construction site where work is being performed, within one business day in the event that any Federal or State agency should assert, in whole or in part, that the Contractor is in violation of such requirements. Furthermore, I acknowledge and confirm that NVR retains the right to audit our subcontractor control activities in place to ensure a documented, legal workforce is being employed on NVR construction sites.

I acknowledge and agree that should this Affidavit be determined to be false or misleading, NVR will (1) immediately terminate any and all business dealings with Contractor, (2) require Contractor to indemnify and hold harmless NVR from any and all liability arising from this false Affidavit, and/or (3) utilize any and all legal and equitable remedies available under the laws of the jurisdiction where the goods were delivered or the services performed by the Contractor. Further, Contractor agrees that any dispute shall be tried in the court of competent jurisdiction where the goods were delivered or the services performed by the Contractor and both NVR and Contractor waive the right to trial by jury.

IN WITNESS WHEREOF, I have put my hand on this 6th day of June, 2011.

Name: Terry W. Crosby
 Title: President
 Contractor: Crosby Plumbing Group Inc.

STATE OF South Carolina)
) ss:
 COUNTY OF Greenville)

On this 6th day of June, 2011, Terry W. Crosby
 appeared before me in his capacity as President
 of Crosby Plumbing Group and did acknowledge that the execution of the foregoing Affidavit as his free act and deed.

MY COMMISSION EXPIRES
APRIL 6, 2018

My Commission Expires: _____

Mary H. Wood
 NOTARY PUBLIC